

# COMMITTEE AMENDMENT FORM

DATE: 07/30/03

COMMITTEE      ZONING      PAGE NUM. (S)

ORDINANCE I. D. #03-O-0690      SECTION (S)  
                                 U-03-09

RESOLUTION I. D. #03-R-      PARA.

AMENDS THE LEGISLATION BY DELETING THE SEVEN (7) CONDITIONS ATTACHED TO THE LEGISLATION AND INSERTING THE AGREEMENT AND CONDITIONS THAT ARE INCORPORATED DATED JULY 30, 2003 FROM THE LAW OFFICES OF DILLARD & GALLOWAY, LLC SIGNED BY G. DOUGLAS DILLARD AND HAND DELIVERED TO JOHN BELL.

AMENDMENT DONE BY COUNCIL STAFF.

City Council  
Atlanta, Georgia

03-0-0690

Z-03-28

AN ORDINANCE  
BY: ZONING COMMITTEE

AN ORDINANCE TO AMEND THE 1982 CITY OF ATLANTA ZONING ORDINANCE, AS AMENDED, TO AMEND SECTION 16-28.008(2) SO AS TO ALLOW PORCHES WIDER THAN 25% OF THE WIDTH OF THE LOT, AND FOR OTHER PURPOSES.

WHEREAS, Porches are desirable and attractive features of single-family residential architecture;

WHEREAS, Porches result in energy cost savings to residents of single-family, detached houses by cooling the facades of the houses;

WHEREAS, Porches facilitate neighborhood sociability and by providing places for people to interact with one another;

WHEREAS, Porches facilitate neighborhood safety by encouraging "eyes on the street" in the form of neighbors looking out for one another,

WHEREAS, It is desirable for porches to be as wide as possible, in order to maximize the aforementioned benefits,

WHEREAS, Many houses in redeveloping and older areas of the City are wider than 25% of width of the lot, but would benefit from a porch across the front of the house,

WHEREAS, Section 16-28.008(2) of the Zoning Ordinance of the City of Atlanta currently restricts porches to being no wider than 25 percent of the width of the lot,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended to delete Section 16-28.008(2) in its entirety and replace it with the following language:

(2) *Porches and entries in required front yards:* Porches and entries, enclosed or unenclosed, may be provided in required front yards, provided that such structures shall not extend more than 10 feet into such yards.

SECTION 3. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

**AGREEMENT**  
**U-03-09**

This constitutes an agreement made the 29 day of July, 2003, between **THE DONNELLAN SCHOOL, INC.** (the "School"), a not-for-profit corporation organized and operating under the laws of the State of Georgia and the applicant in City of Atlanta Special Use Permit No. U-03-09, and the **NORTHSIDE/CHASTAIN/MT. PARAN NEIGHBORHOOD PRESERVATION ASSOCIATION, INC.** (the "Association"), a not-for-profit corporation organized and operating under the laws of the State of Georgia.

**WHEREAS**, the School is the lessee of certain real property located at the northeast corner of the intersection of Mount Paran Road and Northside Drive in the City of Atlanta, Georgia, which property is more particularly described in the attached Exhibit A (the "Property"); and

**WHEREAS**, the School has filed a certain application with the City of Atlanta to obtain a special use permit for the Property (Application Number U-03-09) (the "Application"); and

**WHEREAS**, the Property is located within the boundaries of the Association, members of the Association own real property that is contiguous to the Property, the Association and its members believe that they will be adversely affected by certain of the changes contemplated by the Applications, and the Association has objected to the Applications; and

**WHEREAS**, the School and the Association wish to resolve all of the disputes and issues that have arisen between them with respect to the Property and the Applications;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**I. Land Use Provisions.**

The School agrees to be bound by this Agreement in the development of the Property, and the Association agrees to recommend approval of the Application, as amended by this Agreement, in writing and before the various NPU and City of Atlanta entities that will consider the Application. To the extent that the terms and conditions of this Agreement are more restrictive than or are not reflected in the zoning conditions applied to the Property by the Atlanta City Council, the conditions of this Agreement will control.

1. **SITE PLAN** - The site plan entitled A Master Plan for the Donnellan High School prepared by CDH Partners, Inc. dated 2/24/03 and last revised 5/8/2003 (hereafter "Site Plan") shall be made a condition of Special Use Permit Application No. U-03-09. All development of the Property advertised for and subject to U-03-09 shall be fully consistent with said Revised Site Plan except as said Revised Site Plan may be amended in accordance with Paragraph 3 herein. (Said Site Plan is attached hereto as Exhibit "B" and incorporated herein.)

2. LANDSCAPE PLAN - The Landscape Plan for the Donnellan High School prepared by CDH Partners, Inc. identified as Drawing Number L-1 and last revised July 28<sup>th</sup> 2003 (hereafter "Landscape Plan") shall be made a condition of Special Use Permit Application No. U-03-09. All development of the Property shall be fully consistent with said Landscape Plan except as said Landscape Plan may be amended in accordance with Paragraph 3 herein. (Said Landscape Plan is attached hereto as Exhibit "C" and incorporated herein.) All elements located in the buffer zone of said landscape plan shall be completed and fully installed prior to the first use of any portion of the athletic fields for school purposes. Said Landscape Plan shall be in full compliance with the City of Atlanta Tree Ordinance and, in addition, shall comply with each of the following minimum requirements:

- (a) Except where there is an existing encroachment identified on the Site Plan, a sixty (60) foot continuous buffer zone (hereafter "buffer zone") shall be installed and properly maintained along: (i) the entire southeastern property boundary facing Northside Chase delineated as a side yard and half front yard on the Site Plan, and, (ii) the entire eastern property boundary delineated as a rear yard on the Site Plan. (Hereafter "residential boundaries.") No land disturbance or tree removal of any kind shall occur within this defined buffer zone, provided that: (i) additional trees, fencing, and wall materials shall be added to the buffer area as set forth in these conditions and in the approved Landscape Plan; (ii) dead or diseased trees and foliage, or debris, may be removed for safety and/or storm clean-up purposes; (iii) existing grassed buffer areas may be mowed; and (iv) fence maintenance and repair may be undertaken. The buffer zone shall be marked using stable orange construction fencing no less than 4 feet in height prior to and maintained during the life of construction. All areas shown on the Revised Site Plan lying between said buffer zone and the boundaries of the existing and proposed buildings and parking areas shown on the Revised Site Plan shall be landscaped in accordance with the revised Landscape Plan.
- (b) Leyland Cypress trees shall be installed within the buffer zone along the residential boundaries at the locations shown on the Landscape Plan. Said trees shall be a minimum of 3 inches in diameter at planting and shall be installed at eight (8) foot intervals. Where practical, in order to increase their elevation and assist in noise reduction, said trees shall be mounted upon an earth bank for which a maximum budget of \$5,000 shall be provided. The Donnellan School is prepared to substitute alternate trees at the request of the NPA provided that the planted cost of such trees does not exceed the planted cost of the Leyland Cypress. In addition to said buffer plantings, a maximum of 12 Leyland Cypress trees shall be installed during the winter after construction is completed in such a location as is then mutually agreed between the Donnellan School and the NPA to provide shielding and noise buffering of Building #11 from the properties along the residential boundaries. Evergreen climbing plants shall be planted along those parts of the fencing bounding Northside Chase and Northside Drive that are not already shielded by existing evergreen trees, shrubs and / or other vegetation.

- (c) A 6 foot high black vinyl coated fence shall enclose all residential boundaries at the location shown on the Landscape Plan linking in with existing fencing so as to block all pedestrian and vehicular access along the residential boundaries
- (d) All trees and landscaping, especially within the buffer zone, shall be maintained by the Donnellan School on an annual basis in accordance with good landscape maintenance practices. Existing conditions shall be corrected as noted on the Landscape Plan.

3. AMENDMENTS - The Donnellan School, Inc. (hereafter "DS") will not request any administrative amendments that seek to change any of the specific conditions addressed in this document, including the Site Plan and Landscape Plan, unless prior written approval of the President of Northside/Chastain/Mt. Paran Neighborhood Preservation Association, Inc. (hereafter, "NPA") is secured by DS. DS shall be entitled to seek other administrative site plan amendments, such as minor engineering corrections, so long as such other amendments do not increase the size of the School or any of its facilities or violate any of the provisions of these conditions.

4. NUMBER OF STUDENTS – DS shall be limited to grades 6-12. The maximum number of students enrolled at DS shall be strictly limited to a total of 320 students. No more than 80 students shall be enrolled in any one grade. There shall be no further expansion of the student population on this or any contiguous site. The Donnellan School specifically agrees to cap the total student population at 320 students and to prohibit any future expansion of the student body, ever, on this site, or any contiguous property. Said maximum student population shall be incrementally phased in as follows:

First year of operation:	160 students maximum
Second year of operation:	220 students maximum
Third year of operation :	280 students maximum
Fourth year of operation and thereafter:	320 students maximum

5. PLAYING FIELDS – The existing playing fields located on the property (the existing baseball/softball fields and existing tennis courts on the southern portion of the property are referred to as "upper fields" and the existing soccer field closest to the rear yard is referred to as the "lower field") may be used by Donnellan High School as a recreation area subject to each of the following restrictions:

- a. SIZE - The defined fields of play of the playing fields shall not exceed those depicted on the Revised Site Plan. Areas beyond the defined flat surface playing areas shall be properly maintained as landscaped green space in accordance with the approved landscape plan set forth in Paragraph 2.
- b. LIGHTING - The playing fields shall not be lighted in any manner.
- c. SEATING - No permanent or temporary bleachers or elevated seating of any kind shall be established or used on or around the playing fields. Temporary use of portable lawn chairs is acceptable.

d. SOUND DEVICES - No loudspeakers, horns, or amplified sound system of any kind shall be used in connection with the playing fields. Starting guns shall only be used at formal track meets.

e. HOURS AND USERS:

- (i) Restriction on both upper and lower fields. Except as otherwise specifically authorized by this condition 5.e., the playing fields may be used only by Donnellan School students enrolled at this site and absolutely no rental or borrowed or temporary use of the playing fields by any other party or entity or person(s) shall occur, including students enrolled at other Donnellan School sites and the Church of the Holy Spirit, save for the normal, incidental presence of visiting teams engaged in competition with the Donnellan School team. No fields shall be used for interscholastic football.
- (ii) Restrictions on Other Donnellan School Use. Should Grades 6, 7 and 8 all be enrolled at this location, no use will be made of the athletic fields by Donnellan School students who are not enrolled at this location. Should one or more of Grades 6, 7 or 8 not be enrolled at this location and the total number of enrolled students is less than 320, the Donnellan School may make two minivan trips (equaling a total maximum number of 14 students) to this location on any one school day for each grade (6, 7 or 8) that is not so enrolled to facilitate use of the fields by such students, provided that the total number of such trips shall not exceed four on any one day (equaling a total maximum number of 28 students), and further provided that the total number of bussed and enrolled students on site never exceeds 320. This use shall be within the general hours permitted for use under these conditions .
- (iii) Restrictions on Holy Spirit Church use. Holy Spirit Church may use the upper fields for its youth group and pre-school during the hours of upper fields operation set forth below. Use of the lower field by Holy Spirit Church is prohibited. Use of the upper fields by Holy Spirit shall only be as set forth herein.
- (iv) Upper Fields. The upper fields may only be used by Donnellan School students between the hours of 8:00 a.m. and 6:30 p.m. Monday through Thursday; between the hours of 8:00 a.m. and 5:45 on Friday; and between the hours of 9:00 a.m. and 4:45 p.m. on Saturday. Signs stating these hours shall be posted at the fields. Holy Spirit Church may use the upper fields for their youth group and pre-school only during the times permissible for Donnellan School, and for use limited to the Holy Spirit parish members on Sunday only between the hours of 10:00 a.m. and 4:45 p.m. Said

use of the upper fields by the Holy Spirit Church shall be limited to occasional, incidental use by individuals or small groups. Interscholastic and interparish league play, and other organized competitive sporting events, are prohibited. Non-organized sporting activities by said church on Sunday shall be limited to the hours of 10:00 a.m. and 2:00 p.m. Notwithstanding these restrictions, up to six (6) special events per year may be held on the upper fields by Holy Spirit Church between the hours of 10:00 a.m. and 7 p.m. on Sunday or between the above-restricted hours Monday through Saturday. The neighbors shall be notified of each said special event as soon as is practicable in advance of such event.

- (v) Lower Field. The lower field may be used only between the hours of 8:00 a.m. and 6:30 p.m. Monday through Thursday, 8:00 a.m. and 5:45 p.m. on Friday and 9:00 a.m. and 4:45 p.m. on Saturday. No use or activities shall occur on Sunday. No more than three interscholastic competitive games shall be scheduled on the lower field on Saturday and games and interscholastic sports events shall not start earlier than 10:00 a.m. on Saturday. No activities of any kind whatsoever shall occur on the lower field outside these designated hours of operation. Notwithstanding these restrictions, up to six (6) events per calendar year held Monday through Thursday may be extended beyond 6:30 p.m. but not exceeding 9:00 p.m. for rain delays, competition finals and similar occurrences. The neighbors shall be notified of each said special event as soon as is practicable in advance of such event. Signs stating these operating hours shall be posted at the lower field together with signs prohibiting spectators from standing on or atop the banks.

6. **STORMWATER DRAINAGE AND DETENTION** – Stormwater drainage engineering shall meet or exceed City of Atlanta and State of Georgia standards. No new stormwater drainage or detention facilities or ponds shall be placed within the buffer zone unless the City determines that stormwater regulations mandate such encroachment and that no alternative location outside the buffer zone exists. In such event, disturbance shall be as limited as possible. If it continues to be used, the existing stormwater detention area located near the southeastern corner of the property shall be re-designed and repaired so as to render it effective, in compliance with all codes, and properly maintained. Should said existing stormwater detention area not be used, it shall be restored to a natural condition. Should pond fencing and/or walls be required, stone or brick veneer of a type and color to be chosen after good-faith consultation with homeowners from whose property any part of the pond is visible shall be used on the exterior side of all exposed walls which shall be capped in matching brick or stone. Should modifications to the location of existing or new stormwater detention or water quality ponds be required, under no circumstances shall they be re-located in the undisturbed buffer areas except as authorized above. All areas surrounding detention facilities and ponds shall be landscaped to minimize visibility.

7. NON-FIELD LIGHTING – All new non-field lighting on the property (field lighting is prohibited by Condition 5.b.) shall be designed so as to prevent light spill onto any adjoining residential area.

8. ACCESS – No vehicular access to the Property shall be sought, constructed or utilized except as shown on the Revised Site Plan. No vehicular access to any adjoining property, except the adjacent 7± acre tract located at the intersection of Mt. Paran Road and Northside Drive that is currently used by Holy Spirit Church, shall be constructed or used. No new vehicular roads shall be constructed in the 60 foot buffer zone. Ingress and egress for faculty, students and staff on a daily basis shall be from Northside Drive only. A privately employed police officer shall be on site during all peak traffic hours to direct traffic entering or leaving the property on Northside Drive if necessary for safety or traffic control purposes.

9. CONSTRUCTION – Exterior construction shall be limited to Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. The School shall not authorize construction staging and traffic on the eastern and Northside Chase sides of the property. No construction activity of any kind shall take place within the undisturbed buffer and setback areas identified on the Revised Site Plan. The School shall designate an authorized construction representative with seven day per week, 24 hour telephone and email contact numbers. Said representative shall be responsible for receiving and promptly responding to any complaints and inquiries regarding construction activities associated with this SUP.

10. DOCUMENT REVIEW – The School shall offer to make itself available to meet with the adjoining neighborhoods' homeowners (NPA, Inc.) and their professional representative(s) in advance of filing the application for a site disturbance permit and an application for a building permit. The School shall provide at the meeting the opportunity to review the applications for the site disturbance permit, the hydrology study and all hydrology documents, and the building permit, prior to submitting them to the City of Atlanta.

11. BUILDING NO. 11 – Building No. 11 shall not exceed 24,000 square feet and shall not exceed 35 feet in height as measured from the now-existing grade of the tennis court upon which said building will be placed to the highest point of the building. Said Building 11 shall be designed and constructed so as to limit interior lighting visibility from any adjoining residential property from its northeastern or southeastern elevations. Building 11 shall be oriented and designed so as to require that the main entry and exterior areas of student congregation shall not face in the direction of Allen Court or Northside Chase.

12. OTHER STRUCTURES – Structures and Buildings shall be located and configured only as shown on the Revised Site Plan. The combined total gross floor area of all buildings on this site shall not exceed 60,000 square feet. No Donnellan School buildings shall be constructed on any contiguous property. All such structures, except Building No. 11 (see Condition 11) shall remain at or below the size and height existing on the date of issuance of this SUP and may be replaced with updated buildings provided said updated buildings do not exceed pre-existing square footage and height and further provided that replacement buildings shall not be modular, metal construction (unless faced with an appropriate architectural cladding), portable buildings, or trailers of any kind. No additional buildings, or expansions, shall be



constructed. No trailers or temporary modular buildings shall be used on site for school operations. Building number 4 shall be removed prior to the first occupancy of building #11 and shall not be replaced. Building No. 1, if renovated, shall not exceed its existing height.

13. PARKING – All required on-site parking spaces required by the City of Atlanta parking requirements shall be provided. No DS parking shall occur on adjacent residential streets or properties and the administration of the Donnellan School shall enforce this requirement.

14. BLASTING – Prior to any blasting activity, the School shall enter into indemnification and/or other appropriate agreements with all adjacent property owners in a form reasonably satisfactory to said residents, which agreements shall require that the School take all necessary and prudent precautions with respect to blasting activity and that the School shall be fully responsible for any and all damage caused by said blasting, including damage to residential structures as well as other structures such as pools and outbuildings.

15. AIR CONDITIONING UNITS – All new air-conditioning units shall be located on the western side of the buildings. They shall not be located on any roof unless said roof units are completely screened and the noise generated by the air-conditioning units is confined to the site and the adjacent Archdiocese property.

16. DUMPSTERS – All dumpsters and trash facilities on the Property shall be located at the location shown on the Revised Site Plan. All dumpsters and trash facilities shall be emptied and/or serviced on Monday through Friday and only between the hours of 7:00 a.m. and 6:00 p.m. All dumpster and trash facilities shall be screened.

17. STUDENT DRIVING RESTRICTIONS – The School shall develop and put in place a mandatory school policy restricting driving privileges to a limited number of students based upon parking availability.

18. SCHOOL HOURS – Except for 10 special school events per academic year, no school activities shall extend beyond 9:00 p.m. For more restrictive playing field hours see Condition 5.

19. INTENT OF AGREEMENT – The School and neighbors agree to act in good faith to resolve any issues that may arise regarding these conditions. Meetings between the DS Headmaster and NPA shall occur no less frequently than twice a year. Said meetings shall occur in January and June at a mutually agreeable place and time.

## II. Deed Covenant.

The School agrees that it will execute a Declaration of Covenants, Conditions, and Restrictions in its lease agreement that restrict the size of the school to no more than 320 students, that the Association is a third-party beneficiary to said Declaration, that said Declaration shall be expeditiously and duly recorded by the School in Fulton County Superior Court, that said Declaration shall not be amended, modified, or terminated unless approved in

writing by the President of the Association duly authorized, and that said Declaration may be enforced by the Association.

The School further agrees that should it purchase the property, it will execute a Declaration of Covenants, Conditions and Restrictions in its deed document(s) that restrict the size of the school to no more than 320 students, that the Association is a third-party beneficiary to said Declaration, that said Declaration shall be expeditiously and duly recorded by the School in Fulton County Superior Court, that said Declaration shall not be amended, modified, or terminated unless approved in writing by the President of the Association duly authorized, and that said Declaration may be enforced by the Association.

### III. Specific Performance.

The parties agree that it is impossible to measure in money the damages that will accrue by reason of the failure of the School to perform any of the obligations under this Agreement. As the obligations of this Agreement are special, unique, and extraordinary in character, a remedy at law for any breach of any obligation herein will be inadequate. Consequently, if the School does breach or threaten to breach any of the obligations enumerated herein, the Association shall be entitled, in addition to all remedies otherwise available at law or in equity, to institute an action or proceeding to enforce specifically the provisions of this Agreement, and the School against whom such action is brought shall not urge in such action or proceeding the claim or defense that a remedy at law exists, and specifically waives any such defense.

### IV. Agreement Binding.

This Agreement shall bind the parties and their respective agents, successors and assigns.

### V. Amendments.

This Agreement may not be amended or terminated orally, and no amendment, termination or attempted waiver shall be valid unless in writing and signed by all parties.

### VI. Notices.

Any and all notices, offers or demands required or permitted to be made under this Agreement ("Notices") shall be in writing, signed by the party giving such Notice, and delivered personally or sent by registered or certified mail to the other party at the address set forth below, or at such other address as the other party may hereafter designate in writing. The date of such Notice shall be the date of the personal delivery; seven (7) calendar days after being deposited in a United States postal receptacle for registered or certified mail, addressed, return receipt requested, postage prepaid; or two (2) business days after delivery to a small package air courier offering service to the address of the intended recipient with shipping prepaid, as the case may be. No Notice shall be valid unless there shall be a dated receipt evidencing delivery.

Notices to: Stephen M. Phillips, Esq.  
Hendrick, Phillips, Schemm & Salzman  
1800 Peachtree Center Tower  
230 Peachtree Street, N.W.  
Atlanta, Georgia 30303

With a copy to: Robert L. Zoeckler, Esq.  
Maddox, Nix, Bowman & Zoeckler  
945 Bank Street  
P.O. Drawer 1017  
Conyers, Georgia 30012

Notices to: The Donnellan School, Inc.  
(To be provided by Donnellan School, Inc.)

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With a copy to: Michael Bowers, Esq.  
Balch & Bingham, LLP  
14 Piedmont Center, Suite 1100  
3535 Piedmont Road, N.E.  
Atlanta, Georgia 30305

VII. Severability.

In the event that any court of competent jurisdiction shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other provision hereof, which shall remain in full force and effect and which shall be construed to be valid under the applicable law of the State of Georgia.

VIII. Governing Law.

This Agreement is being delivered and is intended to be performed in the State of Georgia and shall in all respects be governed by and construed, interpreted and enforced in accordance with the laws of said State.

IX. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to its subject matter, except that the parties hereby acknowledge that a separate Declaration of Covenants, Conditions and Restrictions also exists binding the parties in the manner specified therein and has been duly executed and has been recorded in the records of Fulton County.

X. Waiver.

The failure of any party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any right or

privilege conferred in this Agreement, or the waiver of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XI. Counterparts.

This Agreement shall be executed in several counterparts, each of which shall be deemed to be an original instrument.

XII. Conditions to Binding Agreement. This Agreement shall become null and void upon the occurrence of any of the following:

1. If in their official capacity, any authorized representative of the NPA appears in person at any meeting or hearing of City of Atlanta officials and opposes the application for special use permit for Donnellan School, or submits any written instruments in such opposition; or
2. If the application is denied; or
3. If Donnellan School's application for special use permit is overturned by any court order or decree, or governmental action.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be signed by its duly authorized officers, and its corporate seal to be affixed hereto, and the parties have hereunto set their hands and seals.

**THE DONNELLAN SCHOOL, INC.**

By: [Signature] (SEAL)  
Printed Name: Garth N. Ganner  
Date: July 28th 2003

[CORPORATE SEAL]

**NORTHSIDE/CHASTAIN/MT. PARAN  
NEIGHBORHOOD PRESERVATION  
ASSOCIATION, INC.**

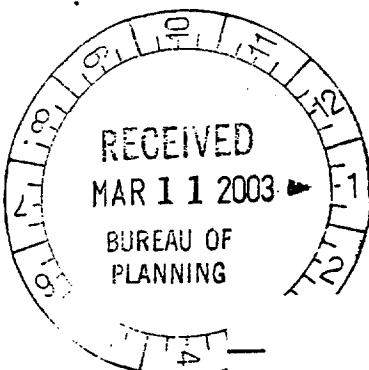
By: [Signature] (SEAL)  
Printed Name: Stephen M. Phillips  
Date: July 29, 2003

[CORPORATE SEAL]

# EXHIBIT "A" TO A EASEMENT, DRIVEWAY AND PARKING LOT AGREEMENT

All that tract or parcel of land lying and being in Land Lot 161 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING begin at an iron pin located at the common corner of Land Lots 137, 138, 161 and 162 of the 17th District, Fulton County, Georgia; running thence in a westerly direction along the northerly line of Land Lot 161 of the 17th District, Fulton County, a distance of 490.09 feet to an iron pin, continuing thence north  $89^{\circ} 34' 12''$  west along the northerly line of Land Lot 161 of the 17th District, Fulton County, Georgia, a distance of 590.79 feet to an iron pin, said iron pin being the true point of beginning; running thence south  $0^{\circ} 25' 48''$  west a distance of 94.24 feet to an iron pin; running thence south  $60^{\circ} 37' 34''$  west a distance of 38.20 feet to an iron pin; running thence in a southwesterly and southerly direction forming a curve to the left a distance of 111.03 feet to an iron pin; said distance having a chord of south  $33^{\circ} 15' 22''$  west a distance of 106.85 feet; running thence south  $5^{\circ} 53' 10''$  west a distance of 24.91 feet to an iron pin; running thence in a southwesterly direction forming a curve to the left a distance of 92.13 feet to an iron pin, said distance having a chord of south  $12^{\circ} 10' 16''$  west a distance of 91.94 feet; running thence south  $19^{\circ} 27' 22''$  west a distance of 179.18 feet to an iron pin; running thence in a southerly and south-easterly direction forming a curve to the left a distance of 66.60 feet to an iron pin, said distance having a chord of south  $12^{\circ} 37' 11''$  east a distance of 63.38 feet; running thence south  $43^{\circ} 41' 44''$  east a distance of 67.04 feet; running thence in a southwesterly and southeasterly direction and forming a curve to the left a distance of 47.96 feet to an iron pin, said distance having a chord of south  $0^{\circ} 33' 29''$  west a distance of 43.33 feet; running thence south  $44^{\circ} 48' 43''$  west a distance of 152.38 feet to an iron pin located on the northeasterly right-of-way line of Northside Drive (Northside Drive having a 50 foot right-of-way at said point); running thence north  $45^{\circ} 48' 17''$  west along the northerly right-of-way line of Northside Drive a distance of 260.47 feet to an iron pin; running thence in a northwesterly direction and forming a curve to the right along the northeasterly right-of-way line of Northside Drive a distance of 221.09 feet to an iron pin located on the south-easterly right-of-way line of Mt. Paran Road (Mt. Paran Road having a 40 foot right-of-way at said point) to an iron pin, said distance having a chord of north  $28^{\circ} 01' 38''$  west a distance of 217.56 feet; running thence north  $27^{\circ} 56' 55''$  east along the southeasterly right-of-way line of Mt. Paran Road a distance of 184.98 feet to an iron pin; running thence in a northerly and northwesterly direction and forming a curve to the left along the southeasterly right-of-way line of Mt. Paran Road a distance of 228.43 feet to an iron pin located at the point of intersection of the southeasterly right-of-way line of Mt. Paran Road with the northerly land lot line of Land Lot 161 of the 17th District, Fulton County, Georgia, said distance having a chord of north  $19^{\circ} 45' 23''$  east a distance of 177.11 feet; running thence south  $89^{\circ} 34' 12''$  east along the northerly line of Land Lot 161 of the 17th District, Fulton County, Georgia, a distance of 344.25 feet to an iron pin located on the northerly line of Land Lot 161 of the 17th District, Fulton County, Georgia, said iron pin being the TRUE POINT OF BEGINNING, 1 acre as Tract #1 consisting of 5.069 acres according to a survey for Paul J. Hallinan, Archbishop of The Roman Catholic Diocese of Atlanta, prepared by Hartkamp, Powell & Assoc., August 12, 1975.



U-03-09

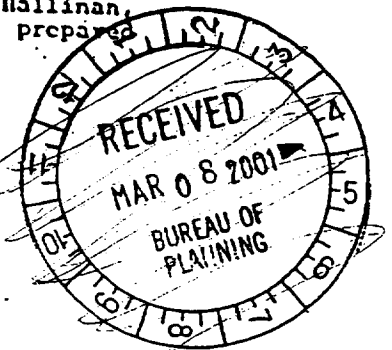
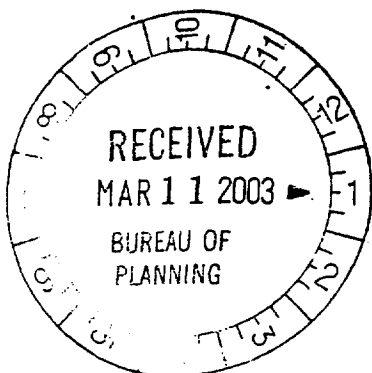


EXHIBIT "A"  
LEGAL DESCRIPTION

# EXHIBIT "B" TO RECIPROCAL DRIVEWAY AND PARKING EASEMENT AGREEMENT

All that tract or parcel of land lying and being in Land Lot 161 of the 17th District and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING begin at an iron pin found at the common corner of Land Lots 137, 138, 161 and 162 of the 17th District, Fulton County, Georgia; running thence in a westerly direction along the northerly line of Land Lot 161, 17th District, Fulton County, Georgia, a distance of 490.09 feet to an iron pin, said iron pin being the true point of beginning; running thence south 5° 18' 53" east, a distance of 109.17 feet to an iron pin; running thence south 36° 30' 14" east a distance of 429.01 feet to an iron pin; running thence south 65° 39' 36" west a distance of 25.54 feet to an iron pin, continuing thence south 65° 35' 36" west a distance of 9.50 feet to an iron pin; running thence north 47° 40' 09" west a distance of 99.97 feet to an iron pin; running thence in a southwesterly direction along the centerline of a creek a distance of 471 feet, more or less, said dimension having the following traverse lines and distances; south 65° 54' 41" west, 104.18 feet, south 67° 24' 00" west, 80 feet, south 45° 26' 00" west, 110.43 feet, south 55° 21' 44" west, 134.46 feet, south 70° 14' 40" west, 25.61 feet; thence south 61° 59' 36" west a distance of 455.92 feet to an iron pin located on the northeasterly right-of-way line of Northside Drive (Northside Drive having a 50 foot right-of-way at said point); running thence north 45° 48' 17" west along the northeasterly right-of-way line of Northside Drive a distance of 267.62 feet to an iron pin; running thence north 44° 49' 43" east a distance of 152.38 feet to an iron pin; running thence in a northeasterly and thence northwesterly direction following a curve to the left, a distance of 47.55 feet to an iron pin, said distance having a chord of north 5° 33' 29" east a distance of 43.33 feet; running thence north 43° 41' 44" west a distance of 67.04 feet to an iron pin; running thence in a northwesterly and northerly direction along a curve to the right a distance of 66.60 feet to an iron pin, said distance having a chord of north 12° 37' 11" west a distance of 63.38 feet; running thence north 18° 27' 22" east a distance of 179.18 feet to an iron pin; running thence in a northerly and northwesterly direction along a curve to the left a distance of 92.33 feet to an iron pin, said distance having a chord of north 12° 10' 16" seconds east a distance of 91.94 feet; running thence north 5° 53' 10" east a distance of 24.91 feet; running thence in a northerly and northeasterly direction forming a curve to the right a distance of 111.05 feet to an iron pin, said distance having a chord of north 33° 15' 12" east a distance of 106.65 feet; running thence north 60° 27' 34" east a distance of 38.20 feet to an iron pin; running thence north 60° 27' 34" east a distance of 94.24 feet to an iron pin located on the northerly line of Land Lot 161 of the 17th District, Fulton County; running thence south 89° 34' 12" east along the northerly line of Land Lot 161 of the 17th District of Fulton County, a distance of 550.79 feet to an iron pin located on the northerly line of Land Lot 161 of the 17th District of Fulton County, said iron pin being the TRUE POINT OF BEGINNING, being consisting of 13.715 acres according to Deed, by Paul J. Hallinan, Archbishop of The Roman Catholic Archdiocese of Atlanta, by Hartrampf, Powell & Assoc., Attorneys.



U-03-09

